

EXHIBIT A

PARKING LOT LEASE

THIS LEASE ("Lease") is made and entered into as of this 21st day of February, 2016 (the "Effective Date"), by and between KMART CORPORATION, a Michigan corporation, individually and as the sole member of the dissolved owner of record, Kmart of North Carolina, L.L.C. ("Landlord"), and NATIONAL DISTRIBUTION CENTERS, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

- A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the property consisting of (collectively, the "Property"): the real property described on Exhibit A attached hereto (the "Land"), together with certain improvements located thereon, including without limitation the improved parking area and driveways (the "Parking Area"; the portions of the Land other than the Parking Area being referred to as the "Undeveloped Area") as shown on the Site Plan, as hereinafter defined, and the related improvements, upon the terms and conditions as contained and set forth in this Lease.
- B. This Lease is being delivered in concert with that certain Sublease, dated as of the date hereof (the "Distribution Center Sublease"), between Tenant and Kmart corporation, a Michigan corporation, for the distribution center located directly adjacent to the Property. Landlord acknowledges that the use of the property pursuant to the Distribution Center Sublease in connection with the use of the Parking Area is a material inducement to Subtenant's entering into this Lease.

NOW, THEREFORE, for and in consideration of and subject to the covenants and agreements hereinafter mentioned, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT:

1. Incorporation of Recitals

The foregoing recitals are hereby incorporated is if fully rewritten and set forth at length herein.

2. Premises

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord the Property, including the Parking Area as outlined on the site plan ("Site Plan") attached hereto as Exhibit B and incorporated herein by this reference (the "Premises"), subject to the covenants, terms, provisions and conditions of this Lease and all zoning and building restrictions and governmental regulations now in effect or hereafter adopted by the City of Greensboro, County of Guilford or other governmental authority, as well as subject to the covenants, conditions, restrictions, easements and documents of record recorded against and/or pertaining to the Property and the Premises. Landlord represents to Tenant, that Landlord has no "Actual Knowledge", without duty of independent investigation or inquiry, of mortgages, liens, encumbrances, covenants, conditions, easements or restrictions of record or other than those set forth on the title search attached hereto as Exhibit C. "Actual Knowledge" shall refer only to the current actual knowledge of S. Jeffrey Stollenwerck, President and Senior Vice President, Real Estate, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Sublandlord or any officer, director, agent, manager, representative, employee or advisor of Sublandlord other than Mr. Stollenwerck.

39. Right of First Offer to Purchase

From and after the Effective Date and during the Term of this Lease, Tenant shall have a right of first offer and Landlord shall not sell, transfer or otherwise dispose of Landlord's interest in the Premises, except for the Undeveloped Area, whether directly or indirectly, until and unless Landlord shall have given written notice to Tenant of Landlord's desire to market the Premises for sale. Notwithstanding anything to the contrary contained herein, no notice shall be required and Tenant shall have no right to acquire Landlord's interest in the Premises if either (a) Landlord sells or transfers Landlord's interest in the Premises to any affiliate of Landlord, provided, however, that this right of first offer shall continue to be in effect during the Term of this Lease or (b) Landlord sells or transfers only Landlord's interest in the Undeveloped Area.

Tenant shall provide Landlord with written notice of its offer to purchase the Premises within thirty (30) days of receipt of Landlord's notice of its desire to market the Premises ("Tenant's Notice"). Landlord, in Landlord's sole discretion, may elect to include, in the portion of the Premises for sale, all or any portion of the Undeveloped Area. The specific portion of the Premises to be offered for sale shall be identified in Landlord's notice of its desire to market the Premises. Tenant's Notice shall contain the purchase price and the material terms of Tenant's offer. In the event Tenant does not provide Landlord with Tenant's Notice within said thirty (30) day period, Tenant's right of first offer shall terminate and shall be of no further force and effect during the Term of the Lease. In the event Tenant provides Landlord with Tenant's Notice within said thirty (30) day period, Landlord shall have up to thirty (30) days from receipt of Tenant's Notice to decide whether to accept or reject Tenant's offer. If Landlord rejects Tenant's offer, Landlord shall have up to one hundred fifty (150) days from receipt of Tenant's Notice to market the Premises for sale. Should Landlord receive any bona fide offer from any person or entity (excluding transfers between affiliated or related parties) (an "Offer"), to purchase the Premises within said one hundred fifty (150) day period, which Offer is acceptable to Landlord, and the purchase price of said Offer is equal to or less than one hundred ten percent (110%) of the purchase price contained in Tenant's Notice, Landlord shall offer the Premises to Tenant on the same terms as are contained in the Offer and Tenant shall have thirty (30) days to accept or reject such Offer by sending written notice to Landlord. If Tenant rejects such Offer, then Tenant's right of first offer shall terminate and be of no further force and effect during the Term of the Lease. If Tenant timely accepts such Offer, then such sale shall be consummated (x) according to the terms and conditions contained in the Offer, and (y) in no event later than sixty (60) days subsequent to the date Tenant accepts such Offer. In the event the Offer is greater than one hundred ten percent (110%) of the purchase price contained in Tenant's Notice, Landlord shall not be obligated to offer the Premises for purchase to Tenant and may decide, in Landlord's sole discretion, to proceed or not proceed with the sale to the third party in accordance with the Offer. In the event Landlord does not receive an acceptable Offer within said one hundred fifty (150) day period, Landlord shall not be obligated to sell the Premises to Tenant and Tenant's right of first offer shall continue to be in effect for the Term of this Lease, subject to the provisions of this Section. A sale by Landlord, subject to the terms hereof, shall not affect Tenant's rights to continue as a tenant under the terms of this Lease.

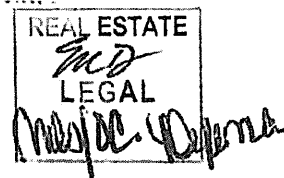
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

KMART CORPORATION, a
Michigan corporation

By: John Catanese
Name: John Catanese
Title: DVP, Real Estate



TENANT:

NATIONAL DISTRIBUTION
CENTERS, LLC, a Delaware
limited liability company

By: Sidney Brown
Name: Sidney Brown
Title: CEO